

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2008-1944
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State: South Carolina

Area: Aiken

Employed on Department of Energy contract for Paramilitary Security Services.

Collective Bargaining Agreement between contractor: Wackenhut Services, Inc., and union: United Professional Pro-Force of Savannah River (UPPSR) Local Local 12, effective 4/30/2007 through 4/30/2012.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



Agreement Between

Wackenhut Services Incorporated-Savannah River Site

and the

United Professional Pro-Force of Savannah River (UPPSR) Local 125

APRIL 30, 2007 – April 30, 2012

Savannah River Site

Aiken, South Carolina

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PREAMBLE

This AGREEMENT is entered into this 30th day of April 2007, between WACKENHUT SERVICES INCORPORATED-SAVANNAH RIVER SITE (WSI-SRS) (hereinafter referred to as the "Company") and **United Professional Pro-Force of Savannah River Local 125** (hereinafter jointly referred to as the "Union"). The work location is Department of Energy (DOE), Savannah River Site (SRS).

ARTICLE 1 RECOGNITION

- 1.1 The Company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees designated by the National Labor Relations Board's Certification of Representation on **January 30, 2007, in case No. 11-RC-6643**, which includes all full-time and regular part-time unarmed security officers, armed security police officers, central alarm station specialists, LEDC specialists and canine handlers, employed by the Employer at the Savannah River Site of the United States Department of Energy, excluding all office clerical employees, operations security specialists, professional employees, instructors, helicopter pilots, security police officer trainees, all other employees, sergeants and other supervisors as defined in the Act.
- 1.2 The use of one gender in this agreement shall include the other gender. As used herein, the words "he", "his", "him", and "employee" refer to both male and female employees

ARTICLE 2 UNION MEMBERSHIP AND CHECK-OFF

- 2.1 It is mutually agreed that all employees covered by this Agreement shall be given the opportunity to become members of, or decline membership in, the Union upon completion of training.
- 2.2 The Union agrees to accept as a member upon application and without discrimination any employee who may be hired by the Company for employment in the Bargaining Unit.
- 2.3 Subject to the limitations of any state or federal law, the Company agrees to deduct from wages earned each calendar week by an employee covered by this Agreement; the Union membership dues and initiation fees levied by the Local Union, of each member of the Union who has in effect at that time a proper authorization card executed by the employee, authorizing the Company to make such deductions. The Company will be advised by the Union as to what the Union membership dues and initiation fees are.
- 2.4 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the **President or Financial Secretary of Local 125** not later than the 15th of the month subsequent to the month in which such sums were deducted by the Company.

- 2.5 The Check-Off Authorization Card to be executed and furnished to the Company by the Union and the employees shall be the official Union AUTHORIZATION FOR CHECK-OFF OF DUES. No other form shall be accepted by the Company unless the substitute is mutually agreed to by the parties.
- 2.6 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the employee any deduction(s) erroneously or illegally withheld from an employee's earnings by the Company which has been transmitted to the Union by the Company. The Union further agrees to indemnify the Company and hold it harmless against any and all claims, suits, demands, or other forms of liability which may be made against it by any party for amount(s) deducted from wages as herein provided.
- 2.7 No deductions of Union dues will be made from the wages of any employee who has executed a check-off form and who has been transferred to a job not covered by this Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deductions from future wages shall be automatically resumed, provided the employee has not revoked the assignment in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and of the National Labor Relations Act, as amended.
- 2.8 Deduction of membership dues shall be made provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Management of the business and direction of the security forces are exclusively the right of management. These rights include the right to:
- (a) hire;
 - (b) determine the number, location, and types of guard posts;
 - (c) direct the working forces and manage the business;
 - (d) assign work;
 - (e) discontinue temporarily or permanently any posts;
 - (f) promote, demote, transfer, discharge, discipline or suspend for just cause;
 - (g) maintain order and efficiency of operations;
 - (h) require employees to observe reasonable Employer rules and regulations as are presently in effect or which may be changed or modified from time to time;
 - (i) decide on the supplies, equipment, or weapons to be used;

- (j) determine the size of the work force, including the number of employees assigned to any particular shift;
- (k) determine the qualifications of an employee to perform work.

3.2 Employees shall be required to adhere to all of the DOE Orders and Directives, and WSI-SRS Rules and Regulations as they pertain to security force members at the Savannah River Site.

3.3 The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

ARTICLE 4 UNION REPRESENTATION

4.1(a) Official representatives of the Union, with proper DOE clearance, shall be allowed to visit the Company's premises and offices and to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company. Union Officials and Stewards will be allowed reasonable time off to perform Union duties providing advance notice is given to permit programming such absences in the master schedule. The Company will provide a 1 hour block during the last week of class for the purpose of orienting new hires to the Union. This will be done by the Union President or his designated representative. Union representatives may request from the on duty supervisor a brief period of time, not to exceed 5 minutes, during muster to make non-controversial Union announcements and notifications, **utilizing the Union Muster Checklist**. Stewards who have other muster areas within their scope of authority may alternate attending muster between those areas with on duty supervisory approval from both areas.

(b) Union business involving discussion with Company officials shall be conducted on Company time; provided only 2 Union representatives are involved. The place, time, and purpose of meetings referred to herein will be established in advance by mutual agreement of the parties. **The Company will not pay Union representatives who are in an off duty status to meet with them unless specifically agreed to by the Company prior to the meeting or those representatives are already in a paid status**

4.2(a) No more than 5 employees from each shift will be elected or appointed as Stewards by the Union. In addition, 1 employee will be elected as **Business Agent** to represent all shifts and units. Employees may be appointed as acting Stewards when required. The Union will keep the Company currently advised of the identity of the Stewards, as well as the executive board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union. A total of 20 people will be elected to Steward positions utilizing the following scale:

A Shift	C Shift
1 Steward for 100-K	1 Steward for 100-K
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H & 100L	1 Steward for 200-H & 100L
1 Steward for 700	1 Steward for 700
1 Steward for LE	1 Steward for LE
B Shift	D Shift
1 Steward for 100-K	1 Steward for 100-K
1 Steward for SRT	1 Steward for SRT
1 Steward for 200-H & 100L	1 Steward for 200-H & 100L
1 Steward for 700	1 Steward for 700
1 Steward for LE	1 Steward for LE

NOTE: Headquarters & Training Relief (if applicable) personnel will be represented by the shift steward currently on duty or a designee.

Stewards shall not leave their posts on any Union business without first obtaining approval from their immediate supervisor, and upon returning to their post, they will check back in with their supervisor. Permission will not be unreasonably withheld.

The President and Business Agent shall be placed on the day shift and the normally scheduled work hours shall be from 0630 to 1630 hours Monday through Friday. These two personnel will perform security duties in their assigned area from 0630-1130 hours and will be released to perform on-site Union business from 1130-1630 hours. Any change to these hours must be coordinated in advance with area operations management, with notification to Labor Relations. If this arrangement becomes unsatisfactory to either party with just cause, hours for Union officials will revert to the schedule currently specified in 1-2528 as of the date of this CBA.

- (b) When the Union and the Company mutually deem it necessary for a Union Representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company shall, at the written request of the Union, arrange access for these personnel in accordance with DOE procedures. All security regulations must be complied with. The Company shall be considered to have fulfilled their obligation under this provision by making the request to the client reinforced herein.

ARTICLE 5 BULLETIN BOARDS

5.1 The Company shall provide the Union with space allocated for bulletin boards at each muster area.

5.2 Bulletin board notices shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notice of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meeting; and other Union business.
- (e) In addition to the bulletin boards, the SRS distribution system may be utilized by the Union to communicate with Executive Board Members, Stewards, and Committee Chairpersons.

ARTICLE 6 TRAINING AND REGISTRATION

6.1 The Company shall compensate employees at their appropriate rate of pay, as well as pay the cost of job related training and the registration of employees as required by the Company, the Company's Client, or any federal, state, or local governmental agency which is necessary for the performance of duties assigned. This shall include: required registration fees, renewals of guard and firearms permits, tuition, and cost of instruction which the Company directs an employee to obtain.

6.2 The Company shall continue their policy to provide reasonable time to re-qualify in any required testing as may be necessary to maintain minimal job qualifications, in accordance with DOE Orders and Directives, or other federal, or state or WSI-SRS requirements. For the purpose of establishing a reasonable amount of attempts at re-qualification of DOE, Federal, or State mandated training, it is agreed that, at a minimum, 3 attempts will be provided unless otherwise specified by a DOE or other federal or state requirement. If DOE directs the Company to establish a standard, the Union will be advised of such, and the applicable DOE, Federal, or State directive will be provided to the Union, if available.

6.3 No employee shall be required to work a post unless they have been trained for that duty.

ARTICLE 7 EXAMINATIONS

7.1 Physical, medical, and/or mental examinations of employees may be required by the Company, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. The Company also has the right to require substance abuse screening tests as authorized by the WSI-SRS Personnel Reliability Program, and/or DOE Directives and Orders. Adequate safeguards shall be maintained to ensure the accuracy of the test.

ARTICLE 8 UNIFORMS & EQUIPMENT

8.1 The Company will furnish, alter, launder, and clean the regulation uniforms **and body armor carrier**, to include inclement weather gear. Uniforms or equipment worn or used by the employees who are on duty shall be prescribed by the Company and no deviation from the Company requirements shall be practiced except with consent of the Company. **During periods of uniform transition, the Company will develop a letter of understanding with the Union on the schedule for the transition and interim issue of uniforms to be replaced. If possible, the Company will not discriminate based on gender when it comes to Company issued uniforms and equipment. Pregnant employees who remain in a Protective Force position may wear the normal uniform or the maternity uniform during their pregnancy. Pregnant employees who elect to wear a maternity uniform will immediately contact Uniform Supply to place an order. In the event that Uniform Supply cannot provide a maternity uniform for pregnant employees remaining in a Protective Force position, the Company will approve a uniform for purchase by the employee. The employee may request reimbursement by submitting a purchase receipt to uniform supply, as long as the cost does not exceed the company's cost for a maternity uniform.**

8.2 Uniforms and equipment remain the property of the Company. Damaged or worn out articles of clothing or equipment may be returned to the Company for replacement at no cost to the employee. Personal articles of clothing issued by WSI-SRS (i.e., socks, sweats, shoes and t-shirts) may be retained by the employee if desired, if the items cannot be re-issued or would otherwise be destroyed. The cost of the replacement articles of clothing or equipment shall be borne by the employee if the articles of clothing or equipment which are lost, stolen, damaged, or worn are the result of the employee's negligent or intentional misconduct. An employee's personal items of clothing required to be worn while in the performance of duty which become damaged or destroyed will be compensated at the current replacement value. Such damage must be reported immediately.

8.3 All uniforms and Company equipment must be returned to the Employer upon termination of employment except for personal items mentioned in section 8.2 of this article. Failure to comply with this requirement will result in the cost of said uniform and equipment being deducted from any monies due to the employee.

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 The workweek shall commence on Sunday at 1830 hours and end 168 hours later. Nothing herein shall be construed as guaranteeing any specified number of hours, work, or pay per week.

9.2 The workday is defined as the 24 hour time period commencing with the employee's regular starting time.

9.3 Overtime at the rate of 1-1/2 times an employee's regular base straight time wage rate will be paid to the employee for all hours worked in excess of 40 hours in the workweek. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description.

9.4 An employee shall not be required to take time off from their regular work schedule in order to offset overtime previously worked.

- 9.5 An employee notified to report to work outside his regular shift shall receive 4 hours work or pay in lieu thereof. If an employee is called in prior to the commencement of his normal shift, he shall be paid only for the hours actually worked.
- 9.6 Required overtime shall be divided as equitable as possible between employees qualified and available to do the work. It shall first be offered to the employee with the lowest overtime hours available and qualified; within that classification; however, if turned down, it may be required on the same basis. After all qualified and available personnel within the area/zone (in that order) have turned down overtime, then the Company shall offer the overtime to other qualified personnel outside of the classification within the area/zone that are available and qualified prior to forcing someone to work.
- 9.7 In the event of an emergency situation, no call/no shows, or the failure of employees to call-off from work in accordance with Company's rules and regulations, the **Company** shall have the right to assign employees to work mandatory overtime in order to meet security requirements.
- 9.8 Shift differentials, where applicable, shall be included with the base straight time hourly rate for computing applicable overtime.
- 9.9 Employees who work on Sunday will be paid at time and 1/4 their base straight time hourly rate for all hours worked.

ARTICLE 10 LEAVES OF ABSENCE

- 10.1 Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leaves shall be requested in writing and signed by the Company and the employee receiving same.

(a) Military Leave

- (1) Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
- (2) An employee who is a member of a military reserve organization of the Department of Defense, including the National Guard, and is ordered to temporary duty, will receive leave of absence and will be paid the difference between the employee's normal 40 hour weekly pay at straight time and their military pay (base pay) excluding travel payment, for a period not to exceed 2 weeks. Evidence of orders and amount of military pay are required in support of such payment.

(3) An employee must furnish the Company with a copy of his orders immediately upon receipt of such orders.

(b) Medical Leave

Unpaid medical leaves of absence may be granted for a period of up to 12 months. Unpaid medical leave for Workers' Compensation disabilities may be granted for a period of up to 24 months. Inability to work for medical reasons must be verified by the DOE designated physician. The Company has the right to verify the reason for the employee's absence and prior to returning to work, the Company shall require the employee to be certified by the DOE designated physician as being physically able to return to work.

(c) Emergency/Unpaid Personal Leave of Absence

An unpaid emergency/personal leave of absence, not to exceed 90 days, may be granted at the sole discretion of the Company except as governed by the Family and Medical Leave Act of 1993 (FMLA).

10.2 Employees returning from a medical or emergency leave of absence who have not scheduled a specific date on which they are to return, must notify the Company, in writing, at least 7 calendar days before the date they intend to return to work. Prior to being assigned to protective force duties, employees must receive appropriate medical and training certification.

ARTICLE 11 JURY DUTY/COURT APPEARANCE

11.1 All bargaining unit employees called for jury duty or who are required by court process to attend court proceedings in which the employee is not a principal nor has any financial interest in said court proceedings shall be paid his regular base pay for any time lost from work, provided the employee gives to the Company any pay or witness fee (except for travel or meal allowance) received for such court appearances. Employees must provide appropriate documentation to substantiate assignment to jury duty or appearance in court. Probationary employees will have their probationary period extended by a like number of days lost due to Jury Duty

11.2 Hours paid for jury duty shall be counted as hours worked.

ARTICLE 12 CALL-IN AND REPORTING PAY

12.1 Employees are required to report for work at their scheduled starting times. An employee must notify the on duty supervisor as far in advance as possible prior to his scheduled starting time if he is unable to report for work unless impossible to do so. An employee who reports to work and leaves prior to the scheduled stop time will be paid for all hours worked.

12.2 An employee who reports for work at his regular starting time or who has been called-in to work and has not been advised either orally or in writing not to report shall receive a minimum of 4 hours work or 4 hours pay at his appropriate rate.

12.3 The provisions of Section 2 above shall not apply if the Company is unable to advise the employees not to report or provide the work because of Acts of God, fire, snowstorm, flood, power failure, downed utility lines, etc., or other conditions or causes beyond the control of the Company.

ARTICLE 13 SENIORITY

13.1 Seniority shall be defined as the length of continuous protective force service at the Savannah River Site.

13.2 During the first 12 calendar weeks following promotion to probationary employee, the employee shall have no seniority or seniority rights and may be terminated without recourse to the grievance and arbitration procedure.

13.3 Site seniority shall commence after completion of the employee's probationary period and shall be retroactive to their first day of work on site.

13.4 Seniority for employees who start work on the same date shall be determined by the date of last application. Seniority of those employees applying on the same date will be determined by the lowest of the last 4 digits of their social security number.

13.5 Employees may request changes in area or shift assignments, and such request will be granted provided a vacancy exists and the employee has the qualifications and ability to perform the work. **Employees on restricted duty that do not meet the qualifications are not eligible for voluntary reassignment. Site seniority will be the determining factor in granting reassignments.** Once reassignment is granted, the employee cannot request reassignment for 6 months unless mutually agreed to between the Union and the Company

13.6 At the discretion of the Company, employees may, for a period not to exceed 120 days, be temporarily promoted to a non-bargaining unit position without loss of seniority or benefits.

13.7 Seniority and **employment** shall terminate if an employee:

- (a) is discharged for just cause;
- (b) voluntarily quits employment;
- (c) is laid off for more than 24 months;
- (d) is laid off and fails to return to work after notification by certified mail on the date specified by the Company, except for just cause

- (e) is absent for 3 consecutive work days without notifying or advising the Company; unless the employee shows just cause for failure to notify the Company;
- (f) overstays a leave of absence without just cause;
- (g) gives a false reason for a leave of absence
- (h) engages in gainful employment while on an approved leave
- (i) is absent because of illness or injury, for 12 months, or an illness or injury compensable under Workers' Compensation for 24 consecutive months;
- (j) fails to meet re-qualification requirements in accordance with DOE Orders and Directives;
- (k) fails to obtain and/or maintain a DOE "L" or "Q" clearance

13.8 Any non-bargaining unit employee of WSI-SRS that permanently returns to a position in the bargaining unit as designated by the National Labor Relations Board Certification of Representation Case #11-RC-6643, will return to the bargaining unit with zero seniority in relation to transfers, promotions and layoffs.

ARTICLE 14 LAYOFFS AND REDUCTIONS IN FORCE

- 14.1 In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.
- 14.2 Non-probationary employees shall be the next to be laid off on the basis of site seniority as long as security measures are maintained. Employees who are in specialty classifications (CAS, LEDC, SRT, LE Constable, and Canine) shall not be reduced in force based on overall site seniority in order to enable the company to maintain the required number of qualified personnel in those classifications. However, should the staffing requirements of these classifications be reduced, employees will be effected by their site seniority within their group, and then shall exercise their site seniority rights among other SPO/SO employees.
- 14.3 When a vacancy arises, the Company shall recall employees on the basis of site seniority, qualification, and ability to perform the available work.
- 14.4 An employee shall continue to **accrue seniority** and retain recall rights for a 24 month period commencing from the date of the layoff.
- 14.5 In case of recall, laid off employees shall be notified at their last known address. The notice will be by certified mail return receipt. In the event the notified employee fails to report for work within 14 calendar days after receipt of such notice, the employee shall be considered to have voluntarily quit. It is the responsibility of laid off employees to keep the Company notified of any change of address.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 In order to establish effective machinery for a fair, expeditious, and orderly adjustment of grievances the parties agree that, in the event any grievance arises over the interpretation or application of any provisions of this Contract, it will be settled by the following procedure:
- 15.2 Step 1: An employee who believes he has a grievance shall discuss such with his immediate supervisor or his designee, within 10 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance in an attempt to settle the grievance. A Union Steward may be present at such presentation. The supervisor shall provide a verbal response within 5 working days (excluding Saturdays, Sundays and holidays) to the employee or the steward. Wage claims will not be restricted to the above time limit, i.e., pay rate, vacation pay rate, holiday pay rate, overtime pay rate, etc.
- 15.3 Step 2: If the matter is not resolved in Step 1, the grievance shall, no later than 7 working days (excluding Saturdays, Sundays, and holidays) after the response of the immediate supervisor, be reduced to writing, setting forth the facts in detail, and specifying the Article and paragraph allegedly violated, and signed by the aggrieved employee and the Steward, and shall be submitted to the Company's appropriate Manager or his designee. The Manager or his designee will have 7 working days (excluding Saturdays, Sundays, and holidays) from the date the grievance was presented to him to answer, in writing, with a copy to the aggrieved employee and the **Business Agent or his designee**.
- 15.4 Step 3: If the matter is not resolved in Step 2, the grievance may be appealed to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) of the denial by the Manager or his designee. A meeting between the Director or his designee and the Local Union President or his designee, will be held within 7 working days (excluding Saturdays, Sundays, and holidays) following receipt of the appeal to consider the matter. The Director shall give a written answer to the Local Union President and **Business Agent** within 7 working days (excluding Saturdays, Sundays, and holidays) following the date of the meeting.
- 15.5 (a) Step 4: If the grievance is not settled in Step 3, the grievance may be appealed to the General Manager or his designee no later than 7 working days (excluding Saturdays, Sundays, and holidays) from the denial by the Director. A meeting will be held within 20 working days from receipt of the written appeal. This meeting may be attended by other Company representatives, Local Union President, **Business Agent and Area Administrator**. After the meeting, the General Manager or his designee shall give a written answer within 10 working days (excluding Saturdays, Sundays, and Holidays) to the Local Union President and the **Business Agent**.
- (b) The Employer and the Union may mutually agree to defer a grievance at Step 4 to Alternative Dispute Resolution, conducted by the Federal Mediation and Conciliation Service (FMCS).
- 15.6 Step 5: Grievances which have been processed in accordance with the requirements of the above and which

remain unsettled may be processed to arbitration within 10 working days (excluding Saturdays, Sundays, and holidays) after the rejection of the grievance in Step 4.

15.7 Any grievance shall be considered null and void if not filed and processed by the Union, or the employee, in strict accordance with the time limits set forth above.

15.8 Any grievance involving discharge or disciplinary suspension may be commenced at Step 3 of this procedure, and the written grievance shall be presented to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance.

15.9 Time limits may be extended by mutual agreement, in writing, between the Company and the Union.

15.10 Grievances affecting an entire classification, or the entire bargaining unit shall be presented by the Union at Step 3 of this procedure to the appropriate Director or his designee within 7 working days (excluding Saturdays, Sundays, and holidays) after the occurrence of the facts giving rise to the grievance.

ARTICLE 16 ARBITRATION PROCEDURE

16.1 Grievances which have been processed in accordance with the requirements of Article 15, Grievance Procedure, which remain unsettled may be processed in accordance with the following procedures and limitations.

16.2 Within 30 calendar days of receipt of the Union's written notice to proceed to arbitration, the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator. Should the parties fail to agree on the selection of an arbitrator, the Union may request the Federal Mediation and Conciliation Service (FMCS) to supply a list of 7 arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until 1 name remains, and this individual shall be the arbitrator to hear the grievance.

16.3 The arbitrator may examine the witness or witnesses of each party. Each party shall have the right to cross examine the witness or witnesses of the other party.

16.4 The arbitrator's decision shall be based exclusively on the evidence presented at the arbitration hearing. The arbitrator cannot modify, amend, add to, detract from or alter any provisions of the Agreement.

16.5 The decision of the arbitrator shall be issued as promptly as possible, and the decision shall be final and binding upon the Company, the Union, and the grievant.

16.6 Each party hereto shall bear the expenses of preparing and presenting its own case. The cost and all

expenses of the arbitrator shall be borne equally by the parties.

16.7 All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his regular schedule with the Company, less any money earned from Unemployment Compensation or other employment.

ARTICLE 17 NO STRIKES-NO LOCKOUTS CONTINUITY OF OPERATIONS

17.1 The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

17.2 The Union collectively, and each employee individually, agree they will not, during the term of this Agreement, call, engage in, or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott, or any other interference with or interruption of the Company's operations for any reason whatsoever. The Union collectively, and the employees individually, hereby expressly waive any statutory right they may have to engage in any such activity during the term of this Agreement.

17.3 The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.

17.4 In the event that a breach of the no strike clause occurs, the officers of the local Union will immediately, upon request and/or notice from the Company, make reasonable, earnest, good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work. These good faith efforts on the part of the local Union officers shall include, but not be limited to, continuing to do their jobs.

17.5 Any employee during the term of this Agreement who engages in any of the activities described in Section 17.2 above shall be subject to immediate disciplinary action up to and including discharge.

17.6 In the event of any work stoppage by another labor group involving the Client's property or operation, employees will continue to man posts and carry out assignments for the protection of life, property, and protection of security interest.

ARTICLE 18 FAIR EMPLOYMENT PRACTICES

18.1 The Company and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, color, age, national origin, or Union affiliation, nor against the qualified physically disabled.

18.2 The parties further agree to comply with all applicable Federal Laws and Executive Orders pertaining to non-discrimination, including all orders issued by the Office of Federal Contract Compliance and other orders which are applicable to government contract operations such as that conducted by the Company.

ARTICLE 19 SAFETY, SECURITY, AND HEALTH

19.1 It is the policy of the Company to provide employees a safe working environment in compliance with safety and health standards and with directives promulgated by the DOE, other Federal agencies, and WSI-SRS as applicable.

19.2 It is the responsibility of each employee to be safety conscious at all times, to perform work in a safe manner, and to comply with all environmental, safety and health regulations applicable to any specific work areas. All work-related injuries or illnesses shall be reported immediately to the on-duty supervisor.

19.3 The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties. If such protective equipment is required by DOE, a copy of DOE directives on the subject of protective equipment will be sent to the Union.

19.4 All employees are encouraged to make recommendations in the matter of safety. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job. All unsafe conditions or acts will be reported to supervision immediately.

19.5 The Company agrees that government vehicles used by employees should be kept in safe condition and will be provided in accordance with DOE specifications, with adequate heating and air conditioning because of extreme climate. Employees are to report any deficiencies to the Company. Similarly, the Company shall advise the custodian of any problems concerning cleanliness and sanitary conditions of locker rooms, **posts**, workout areas, and showers.

19.6 The Company shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly operations.

19.7 (a) The Company shall make every reasonable effort to ensure that each employee has access to drinking water and rest room facilities as required by applicable DOE orders, safety and health standards or other Federal agencies.

(b) Temporary or permanent station equipment chairs, desks, refrigerators, etc. shall be in a safe and

serviceable condition. Equipment that does not meet the above standards shall be replaced or repaired to meet such standards in a reasonable time period. Temporary items which are readily available will be supplied to the posts.

(c) Employees who cannot be relieved from duty due to hazardous weather conditions or other Acts of God shall be provided with a meal(s) and bedding material as best as can be provided.

(d) The Company shall continue to provide safety equipment such as gloves, boots, safety glasses, hearing protection, or any other safety equipment needed in the performance of the job as determined by DOE or WSI-SRS, **Occupation, Safety, and Health Department (OSHD)** personnel.

19.8 To further enhance the understanding of health and safety issues concerning bargaining unit members, the Company will agree to have the Vice President/Safety Officer assigned to the Headquarters shift, Monday through Friday.

19.9 The Union will appoint all Bargaining Unit members in any position for which the company requests Union participation, unless there is a mutual written agreement in advance. For any volunteers not selected by the Union, it is understood that employees' participation is solely as an employee of the Company and not as a representative of the Bargaining Unit.

ARTICLE 20 VACATIONS

20.1 During the term of this Agreement the Company will provide the following paid vacation to full-time employees.

Vacation is accrued each work week on a pro-rata basis. The rounding of numbers may be necessary for accounting purposes but it is not the intent that anyone should lose nor gain vacation time due to this method of accrual. Vacation hours will be accrued using the following formula **based on a 52 week year**:

1 through 4 years of continuous service	80 hours accrual	1.54 hours per week
5 through 9 years of continuous service	120 hours accrual	2.31 hours per week
10 through 14 years of continuous service	160 hours accrual	3.08 hours per week
15 or more years of continuous service	200 hours accrual	3.85 hours per week

Employees shall be eligible to use their vacation once accrued. Beginning December 1st of every year vacation cannot be carried over in excess of one year's accrual. Employees shall be paid for unused earned vacation in excess of the year.

Vacation will be paid at the employee's base straight time hourly rate of pay.

20.2 Upon termination, an employee shall be paid for unused earned vacation.

20.3 Upon request, employees may receive pay in lieu of taking earned vacation. Employees receiving pay in lieu

of taking vacation will not be permitted to take unpaid time off for vacation.

20.4 Vacation can be requested in days or hours. All requests for such time must be submitted to the immediate supervisor at least 7 calendar days in advance. If the 7 day window is not met, requests will be granted at the convenience of the employer.

20.5 Once a vacation has been approved, it shall not be revoked except in the case of an emergency.

20.6 Vacation will be considered part of the overtime base in those instances where the employee takes the time off. It will be excluded from the overtime base when payment is elected.

ARTICLE 21 HOLIDAYS and PERSONAL DAYS

21.1 Full time employees, upon completion of their probationary period, shall be entitled to the following paid holidays, which include 9 designated holidays, 3 personal days of the employee's choice. The specified holidays vary from year to year and are posted in October for the following year. The specified holidays are:

New Years' Day	Thanksgiving Day
Designate MLK Birthday or Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
Non-rotating shift personnel will take the legal "day of observance".	

21.2 Holiday pay will consist of 8 hours pay at straight time rates.

21.3 Employees who work on a designated holiday will be paid at 1 ½ times their base hourly rate for all hours worked in addition to 8 hours holiday pay.

21.4 Employees on leave without pay, suspension, military leave, short or long term disability or workers' compensation do not qualify for holiday pay.

21.5 To be eligible for holiday pay, **if the holiday is not worked**, an employee must have worked his last full scheduled workday prior to and his next full scheduled workday after such holiday unless his absence is supported by a doctor's certificate. However, in the case of multiple observance holidays, a disqualifying absence on either side of the multiple observance day will only affect 1 holiday.

21.6 If a holiday falls during an employee's vacation period, such employee shall be entitled to receive pay for such holiday.

21.7 The employee's supervisor must approve personal days at least 5 calendar days in advance.

21.8 Employees may elect to be paid for personal days anytime during the year by indicating so on the time record. Employees will be paid for any unused personal days which exceed 1 year's accrual in December. Personal days may not be carried over from one anniversary year to another.

21.9(a) When employees work a designated holiday, hours worked, as well as holiday hours will be counted as part of the overtime base.

(b) When employees other than those assigned to Headquarters do not work on a holiday, those holiday hours shall not go into the overtime base.

(c) Employees assigned to Headquarters, or **Training Relief**, who do not work on a holiday, will have their holiday pay hours go into the overtime base.

(d) Hours paid for personal days taken in lieu of time off will be part of the overtime base.

ARTICLE 22 JOB CLASSIFICATIONS AND WAGES

22.1 Any references to positions or jobs or classifications are solely for identification purposes only and are not intended to limit any work functions whether regularly performed or not. Nothing in the agreement shall be considered either as a guarantee or a limitation of the hours of work or the work assignment of any employee.

22.2 The Company has the right of placement into, removal from, or reassignment from any level, job class, category, shift or work assignment with proper justification. The Company shall be the judge of competence, qualifications and ability, but the Union may question such judgment by showing the judgment was made in bad faith.

22.3 When reasonably possible to do so, it shall be the policy of the Company to promote from within for all bargaining unit job classifications. Promotion to available openings will be based on qualifications to do the available work, the desire of the employee, and seniority. **Probationary employees may apply for posted openings within the bargaining unit. If selected, they have no seniority rights; therefore, they will be positioned at the bottom of the selection list.** If qualifications are relatively equal between 2 employees being considered for 1 opening, in the judgment of the Company, seniority shall be the deciding factor. Relatively equal shall be interpreted to mean within three percentage points. **Education and site experience may be used in consideration for posted openings.**

- 22.4 Any employee who feels he has been passed over in promotion to a job having a higher hourly rate may ask to have his case reviewed through the grievance procedure.
- 22.5 Wage rates for employees covered hereby shall be as provided in Appendix "A" attached hereto and made part thereof.

ARTICLE 23 GENERAL PROVISIONS

- 23.1 **NOTICES:** The Company and the Union shall keep each other advised in writing of the names of authorized representatives.
- 23.2 **EMPLOYEE ADDRESS AND TELEPHONE NUMBER:** Each employee is at all times responsible for having a correct address and telephone number on file with Human Resources and direct supervision. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.
- 23.3 **COMPANY/UNION COOPERATION:** The Union and the Company agree to cooperate and assist each other in attaining the best efficiency possible.
- 23.4 **PAY CHECKS:** Pay checks will be issued by direct deposit to the financial institution of the employee's choosing.
- (a) Voluntary deductions for Credit Union, savings bonds, and direct deposit shall be deposited in the appropriate single business establishment in the employee's name on the day the payroll checks are issued.
 - (b) The Company shall maintain wage records, which shall be made available to an employee and Union representative for inspection upon appointment.
 - (c) When requested, wages other than regular weeks pay (e.g., retroactive pay, vacation pay) shall be paid by separate check.
 - (d) Grievance settlements of \$100.00 or less will be paid on the next scheduled pay period. Settlements in excess of \$100.00 will be paid within 48 hours of notification (excluding Saturdays, Sundays, and holidays) from Labor Relations to Accounting.
- 23.5 **PERSONAL STANDARDS:** Employees are required to report to work clean, well groomed, and with a neat appearance.
- 23.6 **LISTS:** Upon request, the Company shall send to the Union's **Business Agent** an updated personnel and area assignment roster, a new hire listing, an updated seniority list, and a recall list.
- 23.7 **LOCKERS:** The Company shall utilize its best efforts to ensure that locker space is available at muster areas

for the personal possessions of employees. **Locks will be provided to employees and lockers must be properly secured.**

23.8 **JOINT LABOR/MANAGEMENT COMMITTEE:** The Joint Labor/Management Committee will meet monthly, or upon request by either party, to promote a better understanding between the Company and the Union.

This forum is not for the purpose of discussing grievances.

No more than 5 representatives from each side shall attend the meeting. The meeting shall be held at a time, place, and be of a duration mutually agreed to by the parties. Either side that wishes to discuss topics shall present an agenda of said topics to the other side no less than 7 days in advance of the scheduled meeting date.

23.9 **BARGAINING UNIT WORK** Supervisory employees shall not perform the duties of employees in the Bargaining Unit, except under the following conditions:

(a) when such work is necessary for instruction or training purposes;

(b) for personal relief of employees when other qualified employees are not readily available; or

(c) emergencies or Acts of God.

23.10 **LOCKERS/TOTE BAG INSPECTIONS** No representative of the Company shall open an employee's **properly secured** locker or properly identified WSI tote bags unless the employee and Union Representative, if requested by the employee, is/are present. When the employee is not available, a Company supervisor and a Union Representative must be present.

23.11 **ARREST AUTHORITY** The DOE policy on "arrest authority and use of deadly force," and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE directives and policies. The Company shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of his actions in the reasonable performance of duties performed within the scope of his employment and in accordance with DOE directives and policies

23.12 Assignment by the Company of personnel hereunder to perform work at other DOE facilities will be **determined by site seniority and classification** and be covered by the provisions of this Agreement. The wage rates herein shall apply unless that facility's base hourly rate is higher, in which case the higher base rate shall apply.

23.13 Personnel assigned to the Canine Section who are required to perform kennel care on weekends will be paid a minimum of 4 hours or actual time worked, whichever is greater. In addition, when required to travel to an off-site location overnight with their dogs, they shall receive a minimum of 12 hours per day due to off-duty care.

23.14 Should DOE suspend an employee's access authorization, the Company agrees to maintain the employee in a working pay status until DOE **final disposition**.

23.15 The Union agrees, that in accordance with the needs of the business, the Company may assign a sufficient number of female employees to each shift in order to perform pat down and body cavity searches of other females.

23.16 **Before making revisions in Work Rules and conditions of employment, including but not limited to, issues of transfers, range qualification, hours of training and overtime criteria during the life of this Agreement, the Company will, as in the past, discuss in good faith the revisions with the Union prior to the change.**

23.17 **Shift Swaps/Trading Days will be considered and approved if: there is no additional cost(s) to the Company; job qualification requirements are met; and the immediate supervisor(s) approve (s) the swap/trade.**

23.18 Mileage Reimbursement: When an employee is required to take a physical exam on-site or HRP/PRP on-site and government transportation is not provided or available, the employee may be authorized by his supervisor to use his POV. Employees must complete an expense voucher for reimbursement and have it signed by the supervisor. Expense vouchers must be submitted within 30 days. Off-site exams/tests that are an extension of the employee's physical exam or HRP/PRP, when done during an employee's scheduled work day, i.e., the employee leaves work to go to the exam and returns to work afterwards, qualify for reimbursement.

23.19 **Effective with the signing of this agreement, the following United Professional Pro-Force of Savannah River (UPPSR), Local 125, Executive Board members (President, Vice President and Business Agent) are the only Board members authorized to sign any agreements that would become binding between UPPSR, Local 125, and WSI-SRS.**

In the event the President, Vice President, or Business Agent cannot sign, then one of the four Zone Administrators can sign proxy. There must be three (3) different signatures by the Union on all documents before they can become binding between the Union and WSI-SRS.

ARTICLE 24 SEVERANCE PAY

24.1 An employee who has been employed for more than 1 year whose position is eliminated as a result of a reduction in force which is not due to an Act of God, national emergency, strike or picketing shall be paid severance pay in the amount of 1 week for each completed year of employment, **to a maximum of 26 weeks**, at the time of separation. **In addition, an employee with 10 years or more shall receive an**

additional 5 weeks of severance, and an employee with 20 years service shall receive an additional 5 weeks of severance (10 weeks in addition to years of service). (For example, an employee with 15 years of service would get 20 weeks of severance pay; an employee with 21 years of service would get 31 weeks of severance pay; an employee with 30 years of service would get 36 weeks). Severance pay shall be paid at the employee's straight time hourly rate (51 hours) at the time of the reduction in force.

- 24.2 Severance pay shall not be paid to any employee who is offered other **bargaining unit** work with the Company at SRS. Similarly, severance pay shall not be paid to any employee who is offered continuous employment with a substitute or successor employer. Also, severance pay shall not be paid to any person who voluntarily retires or terminates, or who is receiving long term disability, is terminated for just cause, or who fails to meet contractor or DOE requirements for continued employment with the exception that armed or unarmed security force personnel who fail the medical standards (not the physical fitness test) for armed or unarmed security force personnel shall be paid severance pay in accordance with **24.1** above. **During the first year of this contract, employees shall be entitled to severance pay if they are separated from employment due to a more senior bargaining unit employee who can not qualify for an OCS or DCS position.**
- 24.3 An employee who has received pay under this provision and who is rehired/recalled from layoff will again be eligible to start earning additional service credit for severance pay beginning with the date of rehire.

ARTICLE 25 FUNERAL LEAVE

- 25.1 In the event of death in the immediate family of a full-time employee, the employee will be granted up to 3 consecutive workdays funeral leave with pay at the employee's basic hourly rate on the basis of scheduled hours of work not to exceed 8, or 12 hours, whichever is applicable, provided the employee attends the funeral or service. Additional unpaid leave may also be provided if needed. Probationary employees will receive one day of pay for attending the funeral of an immediate family member. This will extend probation for like period.
- 25.2 For the purpose of this Article, the immediate family is defined as the father, mother, father-in-law, mother-in-law, sister, brother, spouse, children, grandchildren, grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and step-children. The terms father and mother are not limited to the employee's natural or legal father or mother, but in the absence of a natural father or mother, shall include those persons considered by family, friends, and the community to bear such a relationship to the employee.
- 25.3 Funeral leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work.

- 25.4 A death notice or other satisfactory proof of death may be asked for by the employer. The employee must notify and advise the on duty supervisor that he shall be unable to attend work because of the death.
- 25.5 Funeral leave shall be counted as time worked for purposes of computing overtime.

ARTICLE 26 SICK LEAVE

- 26.1 Sick Leave is for bona fide illness only and is not to be considered as additional time off or vacation. A physician's statement shall not normally be required until the 5th day of authorized sick leave. However, The Company reserves the right to require a doctor's verification at any time sick leave is being abused.
- 26.2 Sick leave shall commence on the 1st day of illness or on the first day of hospitalization. Leave for employees who have completed their probationary period shall be earned at a rate of 1.85 hours per completed week of active service up to a maximum of 96 hours per year.
- 26.3 At no time will usage of earned and authorized sick leave be used as a tool to determine promotions, discipline, or transfers.
- 26.4 At the end of each calendar year, earned, unused Sick Leave hours may go into the Casual Sick Leave account, which has a cap of 240 hours, or the Hospital Sick Leave account, which has no cap.
- 26.5 Hours paid under this article will be paid at the employee's base straight time hourly rate and will not go into the overtime base.
- 26.6 As a means to control the abuse of sick leave, it is agreed that:
- (a) an employee may elect to be reimbursed for any unused earned sick leave, limited to the current year's hours in excess of 48. This amount will be paid by the second pay period following December 31st of each year in which the sick leave was earned. The current year's hours not paid may be banked, as directed by the employee, into his Casual or Hospital Account;
 - (b) shift swaps will be considered and approved if: there is no additional cost(s) to the Company; job qualification requirements are met; and the immediate supervisor(s) approve(s) the swap;
 - (c) Hospital Sick Leave may only be accessed for actual hospitalization as defined in the Group Insurance Plan Booklet;
 - (d) designated representatives of management and of the union will review the sick leave usage every two months to discuss the extent of the sick leave usage.
 - (e) In the event that average usage of sick leave increased, the plan may be discontinued by the Company who would then revert to the former sick leave agreement under Article 27 of the 1993 agreement.

ARTICLE 27 PENSION, 401(k) PLANS AND BRIDGE MEDICAL INSURANCE

27.1 During the term of this Agreement, the Pension Plan (WSI-SRS Pension Plan) for bargaining unit employees of WSI-SRS shall remain in effect.

Effective January 1, **2008**, the Company shall contribute **\$3000** per year, on behalf of each eligible participating bargaining unit employee in accordance with the plan document.

Employees are subject to the rules and regulations of the plan.

Effective each plan year thereafter, during the term of this Agreement, the company shall increase its contribution by **\$100**.

27.2 During the term of this Agreement the current 401(k) Savings Plan for Employees of WSI-SRS shall remain in effect.

Employees are subject to the Rules and Regulations of the Plan.

27.3 The Company will provide a Bridge Medical Insurance plan with an employee contribution of 25% of the total premium for Hospital, Medical and Vision coverage to eligible retirees. Insurance coverage shall be similar to that of active employees. Access to the Bridge Medical Plan will be available to one dependent of the retiree for 85% of the cost of the total premium. Coverage for both the employee and dependent ceases at employee's age 65.

ARTICLE 28 INSURANCE, HOSPITALIZATION, MEDICAL, AND DENTAL BENEFITS

28.1 The Company shall provide full-time eligible employees with a group insurance plan including: Hospital, Medical, Life and AD&D insurance, Dental, Vision and Short Term Disability Benefits. Also provided is a Long Term Disability Plan.

The employee shall pay 11% of the cost of the total premium the first year of the contract **beginning on November 5, 2007, increasing to 12% effective November 3, 2008, increasing to 13% on November 2, 2009, increasing to 14% on November 1, 2010, increasing to 15% on November 1, 2011**, of the total premium for Hospital, Medical, Vision and Dental Insurance, based on the actual plan year for group insurance which will be carried on payroll deduction.

Employees at their option may purchase additional Life AD&D insurance. The cost of premiums may be carried on payroll deduction.

Employees are subject to the Eligibility Rules and Regulations of the Plans.

28.2 Full-time eligible employees, at their election, may subscribe to dependent coverage which includes: Hospital, Medical, Vision and Dental Coverage. The employee shall pay **16% of the cost the first year of the contract beginning on November 5, 2007, increasing to 17% effective November 3, 2008, increasing to 18% on November 2, 2009, increasing to 19% on November 1, 2010, increasing to 20% effective on November 1, 2011**, of the total premium for dependent coverage based on the actual plan year for group insurance which will be carried on payroll deduction. Dependent Life insurance is also available and the cost of insurance premium may also be carried on payroll deduction.

Employee Dependents are subject to the Eligibility Rules and Regulations of the Plan.

28.3 Full-time eligible employees and their dependents will have access to evaluation, short-term counseling, referral, training and follow-up services through a confidential and independent Employee Assistance Program (EAP).

ARTICLE 29 QUALIFICATION FOR EMPLOYMENT AND CONTINUED EMPLOYMENT

29.1 The Company has the right to determine an employee's qualifications for initial employment. The Company has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives. Copies of directives regarding implementation or changes thereto will be made available to the Union.

29.2 Employees who meet the standards and qualifications for Security Police Officer (SPO), as set forth in 10 CFR Part 1046 and other DOE directives, will be armed protective force personnel. Employees who are otherwise qualified, who do not meet the medical qualifications for SPO as set forth in 10 CFR Part 1046, but do meet the medical qualifications for Security Officer (SO) as set forth in 10 CFR Part 1046 may be designated as security officer, who will be unarmed protective force personnel subject to approved authorized vacancies, except that they may be equipped with non-lethal weapons.

29.3 Periodic physical and/or mental examinations of employees may be required by the Company, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. Tests required by the designated physician that are associated with the periodic physical or mental examination will be a part of the physical to be covered by the Company and administered on Company time.

If, as a result of these tests, an employee is designated as a SO and the employee secures other medical testing and/or treatment not ordered by the Company, such testing and/or treatment will be conducted on the

employee's own time, at the employee's own expense, and will not affect the employee's status except as determined by the DOE designated physician under 10 CFR Part 1046. Nothing herein shall be construed to prohibit the Company from requiring one or more employees to take a physical and/or mental examination more frequently than other members of the force when the Company has reasonable cause to believe that such examination is necessary.

(a) In the event employees are placed on SO status, pursuant to Section 2 above, the Company will assign these employees to designated SO assignments for which they are qualified, according to their seniority among other SOs, and regardless of the seniority of those armed protective force personnel currently holding these positions. If such employees refuse to accept a SO position, they will be terminated. In the event no SO assignments are available, based on their seniority and qualifications, employees classified as SO will be reduced in force.

(b) Armed protective force personnel may work in SO positions, as required; however, SO's will not be utilized to fill assignments requiring the carrying of firearms.

(c) To the extent possible, nothing contained in the above provisions shall modify the rights enjoyed in Article 13, Seniority, by SO employees relative to each other.

29.4 Employees who fail to meet the medical qualification standards for SO, as set forth within 10 CFR Part 1046, will be terminated unless their physical or medical deficiencies are specifically waived. Such terminated employees will be entitled to severance pay under Article 24 of this Agreement.

29.5 It is recognized by the parties to this Agreement that DOE Regulations are the basic authority for establishment and continued implementation of medical/physical/mental standards and requirements for employees. Any employee placed in a SO position, or who has been terminated for failure to meet DOE physical or mental standards, may utilize the appeals procedure provided in 10 CFR Part 1046, or other applicable DOE directives.

29.6 If during the term of this Agreement the physical qualifications and mental standards in 10 CFR Part 1046, are revised so as to impose more stringent or demanding requirements for employees, the Company will, before implementing such revisions in a manner which adversely affects or prejudices employees who meet the physical requirements and mental standards of 10 CFR Part 1046, prior to the revisions, discuss in good faith its proposed implementation.

ARTICLE 30 DISCIPLINE AND DISCHARGE

30.1 The Company has the right to discipline or discharge employees for just cause.

30.2 An employee, whose alleged infraction, which may subject the employee to disciplinary action, may remain in a working pay status while the investigation of the infraction is ongoing. Work assignments during this period are at Company discretion, and subject to availability. If it is determined by the appropriate Director that the

infraction is of a serious enough nature, the individual will be sent home in a leave without pay status until a decision is rendered.

30.3 Payment of employees upon termination, layoff, or discharge shall be made in accordance with applicable law. When employees are terminated, they shall be compensated for 4 hours, or actual time spent out-processing at their basic hourly rate for the purpose of complying with the Company's termination procedure. Employees whose employment is terminated shall be paid all earned, unused vacation and personal days.

30.4 No employee shall be required by the Company to take a **polygraph test except that required by DOE directive or procedure.**

30.5 Discipline will be administered within 10 work days (excluding Saturdays, Sundays, and holidays) of the incident. Time limits may be extended by mutual agreement.

30.6 All discipline shall remain active in the employee's official personnel file for 12 months from the date of issuance or 12 months after the date of the last discipline, whichever is later, unless removed early in accordance with existing Company policy.

ARTICLE 31 LUNCH AND RELIEF

31.1 When possible, relief for lunch shall be provided for posts where unusual traffic conditions prevent employees from securing their relief in a normal manner. It is acknowledged that employees who are on duty may eat on Company time.

31.2 When possible, advance notice of daily post changes shall be given to an employee so that the employee may make meal preparations for that particular assignment.

31.3 As operations and manpower requirements permit, necessary employee hygiene relief shall be furnished when requested.

31.4 An employee under this agreement, who works in excess of 15 hours on site, excluding travel time, shall be provided **\$10.00** for a meal allowance.

ARTICLE 32 WEAPONS QUALIFICATION

32.1 Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current

DOE directives. Personnel are required to demonstrate this ability during any scheduled training in which weapon qualifications are a part thereof.

32.2 All qualification firing shall be conducted at an approved weapon's range.

32.3 The Company shall provide necessary ammunition for all scheduled training and scheduled qualifications and no notice inspections.

32.4 As directed by the Company or DOE, personnel may be required to demonstrate proficiency by qualifying without prior notification. DOE may, at unannounced times and at random, select personnel, have them relieved, and instruct them to report to an approved range. **In the event this should happen within 30 days of scheduled qualification, this assessment will count as the employee's weapons qualification attempt.**

32.5 Range Officer instructions and Range Safety Procedures shall be complied with at all times while on any live fire range.

32.6 The Company shall promptly give written notice to the Union when any employee fails to qualify under the provisions of this Article. A Union official may be present strictly as an observer in a "no pay" status when any employee who has failed to qualify on no-notice attempts subsequent qualification.

32.7 Armed employees shall demonstrate their proficiency by qualifying, normally on a semi-annual basis, under both day and night conditions with the weapons which they are armed with while on duty, and shall be allowed 2 attempts with each weapon to qualify, if required, during each semi-annual qualifying period.

(a) The two qualification attempts will be conducted as follows:

(1) The first attempt will be conducted on the scheduled day of semi-annual weapons qualification. Employees qualifying on their first attempt will not be required to fire further attempts.

(2) Personnel who fail to qualify on the first attempt will lose his authorization to be armed and will have the option of attempting a second qualification attempt that day or returning on the following day for a second weapons qualification attempt.

(b) At the end of the second qualification attempt, an employee who fails to qualify will lose his authorization to be armed and will be placed on suspension without pay and scheduled to attend the next scheduled remedial training class.

32.8 A remedial training program is established that meets the DOE Order requirements and provides the employee with the necessary training to afford a reasonable opportunity to meet the firearms qualification standards for each basic weapon. Those employees who fail 2 attempts to qualify in scheduled weapons qualification will be

entered into remedial training class as follows:

(a) First Remedial Weapons Training Class:

A remedial weapons qualification training class consisting of 4 hours at the employee's rate of pay, or for actual time worked, will be conducted. One qualification attempt will be made at the end of the remedial weapons qualification training class.

(1) Personnel who qualify at the end of the first remedial weapons training class will receive authorization to be armed and will be returned to paid status immediately.

(2) Personnel who fail to qualify at the end of the first remedial weapons training class will be scheduled for a second remedial weapons training class.

(b) Second Remedial Weapons Training Class:

A remedial weapons qualification training class consisting of 4 hours at the employee's rate of pay, or for actual time worked, will be conducted. One qualification attempt will be made at the end of the remedial weapons qualification training class.

(1) Personnel who qualify at the end of the second remedial weapons training class will receive authorization to be armed and will be returned to paid status immediately.

(2) Those employees who fail the second remedial training class will lose their authority to carry firearms and will be terminated from employment.

(c) In accordance with the provisions of 10 CFR 1046, any SPO who requires remedial training on 3 consecutive semiannual qualification periods, with the same firearm, shall lose SPO status.

32.9 Employees failing to qualify on a no notice attempt will be considered to have failed the first scheduled weapons qualification attempt in accordance with the provisions of 32.7 above.

32.10 Tactical Proficiency Evaluation (TPE)

The qualification criteria for the TPE is the same as described above for weapons qualification. SPO III members will be allowed 2 qualification attempts followed by 2 remedial training qualification attempts. In the event the SPO III member fails the second remedial training class, he will lose his SPO III status and will be reduced to an available **SPO I**, **SPO II** or **SO** position for which the employee is qualified. If no position is available, the employee shall be laid off.

32.11 Effective October 1, 2007, Weapons Incentive Pay and Tactical Proficiency Evaluation Incentive Pay will be paid **semi-annually** to those employees who qualify as outlined in WSI-SRS Standard Procedures. Incentive pay scales are listed below based on shooting the current qualification standard. **In the event DOE**

implements a new qualification standard the parties will discuss in good faith with the Union the adjustments of percentages and scores prior to such change.

Weapons Incentive Pay

Tactical Proficiency Pay

	Percentage	Score	Payment	Score	Payment
Master	97% - 100%	291-300	\$250	86-90	\$250
Expert	94% - 96.9%	282-290	\$200	82-85	\$200
Sharpshooter	91% - 93.9%	273-281	\$150	77-81	\$150
Marksman	87% - 90.9%	261-272	\$100	72-76	\$100

SRT TPE scores must be accomplished in 6 minutes or less to earn incentive award.

Payment of such proficiency pay will be during the first month after the qualification is completed.

32.12 It is understood and agreed by the Company and the Union that Weapons Qualification sessions will generally be conducted in the late afternoon hours, **with the exception of SPO IIIs**, based on the day and night conditions available to conduct the required courses of fire. Reporting times will be adjusted to maximize the available light while putting the shooters on the range in the best available weather conditions for that time of year.

In the event the Union feels that the weapons qualification reporting times for a particular period are not being scheduled in the spirit of this agreement, notifications should be made to the Training Division Director.

32.13 All SPO I & II employees' weapons re-qualifications will be scheduled outside of their normal scheduled shift. SPO IIIs may be scheduled outside their normal scheduled shift.

ARTICLE 33 DISABILITIES/RESTRICTED DUTY

33.1 Directives and regulations promulgated by the DOE regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures shall be solicited by the Company from the DOE and the **Washington** Savannah River Company (WSRC) Health Physics Department whenever required.

33.2 If, as a result of radiation exposure or the possibility of harmful exposure, the Company determines under the current DOE Standards that specific employees must be restricted as to the location of duty and therefore should be reassigned, these employees will be assigned to another Bargaining Unit position for which they are qualified. Upon removal of the restriction, employees so placed will be returned to their former positions provided the employee meets the qualification for that position.

33.3 Limited duty is defined as work assigned to those employees who are not **able to perform the full scope of**

their duties as an SPO I, SPO II, or SPO III, but are able to perform other duties. SPO I, II and III personnel who are assigned to limited duty due to failure of weapons qualifications, physical fitness (OCS, DCS, and TPE) qualifications, or on-site drug and/or alcohol screening, will have their pay reduced to the classification they are filling.

ARTICLE 34 PHYSICAL FITNESS

- 34.1** In the event the DOE Medical and Physical Fitness Qualification Standards set forth in 10 CFR Part 1046 are repealed, modified, amended or suspended by judicial or administrative action (DOE), the Company will advise the Union of such changes.
- 34.2** Armed employees are required to meet the applicable Physical Fitness Standards under 10 CFR 1046 on an annual basis. All armed employees shall be allowed the maximum number of attempts provided under 10 CFR Part 1046 and, where applicable, remedial training.
- 34.3** Personnel may also be required to meet the standards during a Headquarters or Field Survey, review, audit or other situation directed by DOE or WSI. Where such activity is within thirty (30) days of an annual assessment, the attempt shall be considered an annual qualification.
- 34.4** Personnel who have to meet 10 CFR Part 1046 Physical Fitness Qualification Standards shall be provided two on-duty 45-minute sessions per week that are conducted on separate days during the week for physical fitness. In the event these sessions can't be provided during the duty shift, personnel may schedule 45-minute session(s) on-site outside their regularly scheduled shift, with supervisor approval, which shall not be unreasonably denied.
- 34.5** Employees required by 10 CFR 1046 to maintain physical fitness standards shall, at the time of hire, be provided with one pair of Company selected running shoes or reimbursed up to \$100.00 for purchase of running shoes. Worn out or damaged running shoes will be replaced or reimbursed up to \$100.00 once per year. Employees seeking reimbursement must provide a copy of the purchase receipt.
- 34.6** The Union shall participate on the Uniform Committee, which shall select summer and winter physical fitness clothing.
- 34.7** Effective from the date of ratification, all incumbent SPO Is (DCS) shall have one (1) year to volunteer and qualify for an SPO II (OCS) position. Upon assignment to an SPO II position, the employee shall be entitled to SPO II wages. In the event there are more qualified volunteers than there are SPO II positions, the least senior employees will be assigned to SPO I positions. The Union and the Company shall establish a Transition Committee to discuss and implement a transition plan.

ARTICLE 35 NOTICE OF CHANGES

- 35.1 The Union shall be advised of changes in DOE Orders and/or Directives, and WSI-SRS personnel policies and practices materially affecting working conditions, and which are within the administrative control of management, as soon as possible prior to the implementation of such changes.

ARTICLE 36 INFORMATION TO BE SUPPLIED BY EMPLOYEES

- 36.1 Employees must notify the Compensation and Benefits Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on a form provided by the Company. Failure to report changes which affect insurance coverage will result in the employee reimbursing the Company for premiums which are not recoverable from the insurance carrier.
- 36.2 Employees shall notify the Company of changes in their life insurance beneficiary (i.e., change in marital or other personal status.)
- 36.3 Employees will notify their immediate supervisor by the next scheduled work day of any expiration, revocation or suspension of their state driver's license. This notification will be made in writing.
- 36.4 Due to the emergency nature of the Company's business, each Bargaining Unit Employee is required to have an operating telephone number or number where a message can be left where he can be contacted. This requirement is a condition of employment for all employees.

ARTICLE 37 TECHNOLOGICAL CHANGE

- 37.1 In the event of any proposed change in equipment, material, and/or methods which may result in a reduction in Bargaining Unit employees, the Company shall advise the Union as far in advance as is feasible, consistent with security requirements, and the matter shall be discussed by both parties. Recommendations may be made by the Union to the Company with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.
- 37.2 The Company recognizes their responsibility to their employees when it becomes necessary to effect any reductions in the work force as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (i.e., retirement, voluntary resignation, death, discharge for cause,

and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights per Article 13 of this contract.

ARTICLE 38 SEPARABILITY OF CONTRACT

38.1 In the event that any provision(s) of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 39 ENTIRE AGREEMENT

39.1 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement.

39.2 Therefore, the Company shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement, and the Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining.

39.3 **The parties had the opportunity to meet jointly and negotiate in good faith. Thus, it is agreed and understood that all letters of agreement or memorandums of understanding ever agreed to regarding wages, hours, and working conditions are null and void except and only to the extent that such agreements were discussed and/or noted in this Agreement.**

ARTICLE 40 DURATION

40.1 This Agreement becomes effective on **April 30, 2007**, and shall continue in full force and effect until midnight **April 30, 2012**, and from year to year thereafter, unless either party receives written notice from the other party, not less than 60 days nor more than 90 days, immediately prior to the expiration date, of its intention to amend, modify or terminate this agreement, provided that no strike or stoppage of work shall take place after such expiration date of this Agreement unless the Union, in writing, notifies the Company at least 72 hours prior to any contemplated strike or work stoppage. In the event the Company shall cease to operate security

services at the SRS, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease.

Article 41 Incentive Pay

41.1 In the event the site is shut down due to a pandemic or ACT of GOD activity those bargaining unit employees required to work will receive double (2x) time for all hours worked during the closure. Those employees that are required to remain at work for one of the above reasons will remain in a paid status until they are allowed to leave.

APPENDIX A

SECURITY OFFICER (SO)

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Next 6 mos.	14.56	15.07	15.60	16.07	16.55
Next 6 mos.	15.43	15.97	16.53	17.03	17.54
Next 6 mos.	16.35	16.92	17.51	18.04	18.58
Next 6 mos.	17.16	17.76	18.38	18.93	19.50
Next 6 mos.	18.17	18.81	19.47	20.05	20.65

SECURITY POLICE OFFICER I (SPOI)

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	16.10	16.66	17.24	17.76	18.29
After Probation	17.41	18.02	18.65	19.21	19.79
Next 6 mos.	18.50	19.15	19.82	20.41	21.02
Next 6 mos.	19.62	20.31	21.02	21.65	22.30
Next 6 mos.	20.64	21.36	22.11	22.77	23.45
Next 6 mos.	21.92	22.69	23.48	24.18	24.91

SECURITY POLICE OFFICER I Specialty

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	18.18	18.82	19.48	20.06	20.66
After Probation	19.06	19.73	20.42	21.03	21.66
Next 6 mos.	20.25	20.96	21.69	22.34	23.01
Next 6 mos.	21.48	22.23	23.01	23.70	24.41
Next 6 mos.	22.60	23.39	24.21	24.94	25.69
Next 6 mos.	24.00	24.84	25.71	26.48	27.27

SECURITY POLICE OFFICER II

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	18.18	18.82	19.48	20.06	20.66
After Probation	19.06	19.73	20.42	21.03	21.66
Next 6 mos.	20.25	20.96	21.69	22.34	23.01
Next 6 mos.	21.48	22.23	23.01	23.70	24.41
Next 6 mos.	22.60	23.39	24.21	24.94	25.69
Next 6 mos.	24.00	24.84	25.71	26.48	27.27

SECURITY POLICE OFFICER III

Percentage	4%	3.5%	3.5%	3%	3%
Status	4/30/07	4/28/08	4/27/09	4/26/10	4/25/11
Probation	19.22	19.89	20.59	21.21	21.85
After Probation	19.88	20.58	21.30	21.94	22.60
Next 6 mos.	21.13	21.87	22.64	23.32	24.02
Next 6 mos.	22.41	23.19	24.00	24.72	25.46
Next 6 mos.	23.58	24.41	25.26	26.02	26.80
Next 6 mos.	25.04	25.92	26.83	27.63	28.46

Notes

- (a) Shift Differential - A shift differential rate of pay of **\$.50** cents per hour for night shift, and **\$.10** cents per hour for swing shift shall be paid to eligible employees.
- (b) Employees who are voluntarily or involuntarily permanently reassigned to a classification with a lower rate of pay will move to the same step in the wage schedule for that classification. Their pay will be adjusted effective the next pay period.
- (c) Employees who are reassigned to a classification with a higher rate of pay will move to their same step in the wage schedule for that classification effective the next pay period.
- (d) **All current SPO II employees will be reclassified from SPO II (DCS) to SPO I (DCS) on the effective date of this agreement.**
- (e) **SPO I Specialty includes Canine, LEDC, LE Constables, and CAS classifications**

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